



Loudoun County, Virginia

REQUEST FOR PROPOSAL

ONCALL ROADWAY/TRANSPORTATION DESIGN SERVICES

ACCEPTANCE DATE: Prior to 4:00 p.m., October 9, 2014 "Atomic Time"

RFP NUMBER: RFQ 72

ACCEPTANCE PLACE: Department of Management and Financial Services
Division of Procurement
1 Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

PLEASE NOTE:

Requests for information related to this Proposal should be directed to:

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Contracting Officer

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This document can be downloaded from our web site:

www.loudoun.gov/procurement

Issue Date: September 11, 2014

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE .

REQUEST FOR PROPOSAL

ONCALL ROADWAY/TRANSPORTATION DESIGN SERVICES

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Prepared By: s/Mike Angel
Contracting Officer

Date: September 11, 2014

ONCALL ROADWAY/TRANSPORTATION DESIGN SERVICES

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain the services of qualified consultants to establish one or more fixed fee, open-ended contracts for roadway and transportation design services on an “as needed” basis for a one (1) year period with up to four (4) one-year renewal options. The number of Contracts awarded will depend on the number and quality of the proposals received, with a maximum of four (4).

Individual task orders under the resulting Contract(s) shall not exceed \$2,000,000 per task order and the sum of all task orders during each Contract term shall not exceed \$5,000,000. A County Purchase Order will be issued for each task prior to the start of work. Consultants will normally be selected on a rotating basis for individual tasks within each service group; however, the County, at its sole discretion, reserves the right to select consultants out of rotation when deemed to be in the best interests of the County.

2.0 COMPETITION INTENDED

It is the County's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

The County has on-going requirements for professional architect and engineering (“A/E”) services to support various projects required to maintain, improve, or expand its transportation infrastructure. It is the intent of the resultant Contract(s) to provide professional consulting services on an as needed basis and to provide A/E design services on projects when time constraints or other considerations preclude issuing Requests for Proposals for professional services.

4.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.

Any offeror wishing to submit a proposal and be considered for this RFP must have successful experience in roadway and transportation design services, for projects that are similar to those in the Loudoun County Capital Improvements Program. The Loudoun County Capital Improvements Program (CIP) is a component of each fiscal years Adopted Loudoun County Budget. The adopted Loudoun County Budget can be found at www.loudoun.gov , the County's Web Page, under the Government tab, find Budget.

Offerors should provide examples of five (5) comparable projects with similar scopes in roadway or transportation facility design that have been completed within the past eight (8) years. Provide a detailed summary of the projects to include design completion date, both estimated cost and actual construction cost and photos. Include the names of project managers and designers. These qualifying projects must be contracted to or have been completed by the offeror, not subconsultants. Include this information in your proposal response to Section 6.3.D.

5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide professional expertise in each of the service groups for which they desire consideration for selection. Individual tasks may require supervision, manpower, materials, equipment and supplies necessary to complete any services outlined below.

The services to be provided shall include but not be limited to the following:

5.1 General Scope of Services:

- A. A County issued Purchase Order must be issued for each task prior to the start of work. The signed Purchase Order shall constitute the notice to proceed, unless otherwise indicated.
- B. Individual tasks may require supervision, manpower, materials, equipment and supplies necessary to complete any of the services outlined below. All individuals performing work under the resultant Contract must have the appropriate licenses, certifications or credentials that prove competence in tasks being performed. Proof of licensure shall be provided in the proposal document.
- C. All services shall be performed in compliance with industry standards and all federal, state and local laws, ordinances and regulations including but not necessarily limited to Virginia's State Health Department, Virginia USBC, Virginia Occupational Safety and Health Agency (VOSHA) and OSHA rules and regulations, the latest Virginia Department of Transportation (VDOT) standards and specifications, Loudoun County Zoning Ordinance and Facilities Standards Manual (FSM), and shall comply with the VDOT Locally Administered Projects (LAP) Manual.
- D. Preparation of design and construction documentation (in latest AutoCAD version and specifications), evaluations, investigations, analysis, recommendations, cost and time estimates, reports, studies, designs, preparation of documents, field inspections and investigation.
- E. Professional involvement throughout all phases of a project, including but not limited to: planning; development of drawings; development of programs; plan review; preparation of reports; periodic progress reports/meetings; preparation for and participation in briefings and presentations to staff groups, citizen groups, the County Board of Supervisors and federal or state agencies; processing of invoices for services; timely

processing of project correspondence, Consultants' requests for payment, and material and equipment submittals.

- F. Coordination with other County contractors and other types of professional and non-professional services of a nature consistent with the intent of this RFP as so directed by the County.
- G. The County will require Consultants awarded Contracts as a result of this RFP to use e-Builder Construction Program Management Software. The County will purchase one (1) license for the Consultant's use and will provide training for the Consultant to ensure proficiency as recommended by e-Builder. The license and training will be provided to the Consultant at no cost. Further training for lacking proficiency will be the responsibility of the Consultant.

The Consultant will be required to use e-Builder software for all project management documentation and correspondence. Contact e-Builder for further information at www.e-builder.net or 1-800-580-9322.

5.2 Fee/rate Schedule: Hourly rates established under the resultant Contract shall include:

- A. Administrative items such as voice, data and video services, mailing services, printing services, courier services, and materials required in the preparation of presentations, cost of reports, submittals and other expenses deemed typical in the conduct of business.
- B. Transportation to and from job sites, vehicles, fuel, vehicle maintenance, cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office and administrative support and all overhead and incidental costs.

5.3 Performance of the Consultant.

- A. During the term of the resultant Contract, the County will review the Consultant operations to determine contractual compliance. The Consultant shall cooperate with and assist County representatives in conducting these reviews. If deficiencies are indicated, remedial action shall be implemented immediately by the Consultant. County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies identified by the County. Remedial actions and required response times may include but are not necessarily limited to the following:
 - 1. Further subdivide assigned personnel responsibilities, reassign personnel, or assign additional personnel.
 - 2. Immediately replace personnel whose performance has been determined by the Consultant and/or the County to be inadequate. Personnel changes will require written approval from the County. Staff that has been removed for demonstrating unprofessional, unworkmanlike behavior or lack of experience shall be replaced by

the Consultant within seven calendar days after County notification. Reference is made to RFP Sections 8.22.

3. Increase the scope and frequency of training of the Consultant personnel.

5.4 Task Order Scope of Work:

A Scope of Work will be developed by the County Project Manager for each task order under the resultant Contract. The Consultant shall then respond with a task order proposal. See Section 8.28 for additional details on scope of work and development of task order work proposals.

- A. The Consultant shall make every effort to keep the personnel assigned to a task order consistent, reference Section 8.22.
- B. Permitting requirements and responsibilities shall be identified in the task order scope of work.
- C. Project documentation requirements to include report type and content; content of engineering drawings and the need for a professional engineer's stamp shall be identified in the task order scope of work.
- D. A Project Manager shall be assigned to each task order by the Consultant to provide consultation, engineering, and management services. The Consultant's Project Manager will be responsible for staffing the work and the review of all tests and reports prior to submission to the County. The final responsibility for quality assurance shall be that of the Consultant's Project Manager.

5.5 Contract Services Requirements:

- A. Utilities Location/Designation
 - Utility Surveys/Location/Designation
 - Coordination of Relocations with Utility Companies
- B. Surveying
 - Property Line Surveying, R/W Plats, Subdivision Plats, Easement Plats, Legal Descriptions, etc.
 - GPS, Horizontal and Vertical Control Surveys
 - Topography, Aerial Photogrammetry, Scanning, Base Mapping Services
- C. Analysis of Zoning Issues
- D. Studies and Audits to Determine Compliance with Federal Regulations
- E. Road Design/Highway Engineering
 - Design of Roadways and Associated Appurtenances
 - Preparation of Plan and Profile and Associated Construction Drawings
- F. Design of Interchanges
- G. Design of Sewer and Water Lines
- H. Transportation Planning
- I. Traffic Data Collection

- J. Transportation Engineering/Studies to include all Forms of Traffic Studies and Analysis, Including But Not Limited To:
 - Signal Warrant Analysis
 - Sight Distance Studies
 - Intersection/Roadway Link Studies
 - Speed Studies, License Plate Studies
 - Interchange Justification Reports
- K. MOT, Signage/Striping Plans
- L. Traffic Signal Design
- M. Stormdrain/Drainage Design
- N. Stormwater Management Design
- O. Erosion/Sediment Control Plan Design and VPDES Requirements
- P. Structural Engineering
 - Bridge Design
 - Retaining Wall Design
- Q. Floodplain Studies/Alterations/Permitting
- R. Wetland Delineation/Remediation
- S. NEPA Issues
- T. Historical/Archeological services
- U. Environmental Issues/Studies
 - Air/Noise Quality Issues
 - Endangered Species Studies
 - Hazardous Materials Surveys
 - Environmental Surveys
 - Environmental Testing/Monitoring
- V. Landscape Architecture Services
- W. Lighting Design
- X. Geotechnical Services
 - Soils/Materials Testing
 - GPR/Resistivity Testing
 - Pavement Design
- Y. Public Meeting Support
- Z. Right of Way Acquisition Services
- AA. Plan Review Services
- BB. Support Services
 - Preparation of Bid Documents
 - Preparation of Cost Estimates
 - Preparation of Exhibit Drawings/Reports
- CC. Design Support During Construction Phase

6.0 EVALUATION OF PROPOSALS & SELECTION PROCEDURES

The Instructions for Submitting Proposals set forth certain criteria which will be used in the evaluation of proposals and selection of the successful offeror. In addition, the criteria set forth below will be considered.

6.1 Proposal Analysis Group

The Proposal Analysis Group (PAG) will include a representative from each of the following County Departments: Department of Transportation & Capital Infrastructure

6.2 Schedule

The following schedule is **tentative**. The number of proposals received will determine actual schedule.

Proposals Due	October 9, 2014
Shortlist Announcement	November 5, 2014
Interviews	December 3, 2014
Final Ranking Announcement	December 15, 2014

6.3 Proposal Content – **Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible.**

Offerors are to make written proposals that present the Offerors qualifications and understanding of the work to be performed. Offerors shall provide each of the following items below in the order presented. Failure to include any of the requested information with your proposal may be cause for rejection of proposal as non-responsive and/or non-responsible.

- *Do not include cost information in your proposal. This information will be requested from the short listed firms only.*
- *Do not use Federal Government forms such as Standard Form 330; Architect – Engineer Qualifications in your proposal response.*

The PAG will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- A. Signature Page (Pages 33 & 34)
 - B. Proof of Authority to Transact Business Form (Page 35)
 - C. Table of Contents
 - D. Proven management skills and technical competence of firm and proposed design team including specialized experience in the design of public roadways and analogous traffic control devices. Demonstrated performance in providing well organized, accurate and fully coordinated construction documents; and projects delivered on time and within budget.
- Describe in detail five (5) transportation related or public roadway design projects completed in the past eight (8) years for which your firm provided

engineering services with a Scope of Services similar to Section 5 of this RFP for projects of comparable scope to the projects in the County CIP. Similar projects would include improvements and widening of existing high occupancy roadways and design of four lane divided collector roads, intersection/interchange design, etc. If task order projects are used, describe individual projects associated with the particular task order. Consultant shall define the relative percentage of each project that was completed in-house and by sub-consultants.

Provide a project narrative description (maximum of one (1) page per project). The narrative shall address the design approach and salient features of each task order contract or design project, and discuss how the clients design, economic, and operational objectives were satisfied by the design.

Provide graphics (maximum of three (3) per task order/project)

Provide project description, scope, project cost, and owner's contact information.

Provide information on delivery of projects on time and within budget. Provide design time (contract/actual); cost of construction (estimated/actual).

Provide specific example of problems encountered and solutions devised.

Consultant shall define the relative percentage of each project that was completed in-house and by sub-consultants.

- Describe your firm's quality control program and provide an example of how your quality control program saved client funds or improved the quality of the end product.
- Provide a list of additional similar task order contracts/projects which demonstrate depth of experience. Include all roadway design task order type contracts. Provide a brief scope, project cost, and owner's contact information. Offeror hereby releases listed contacts and County from all claims and liability for damages that may result from the information provided by the reference
- References: All Offerors shall include with their proposals a minimum of three (3) current references from project completed in the last five (5) years. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of the proposal as non-responsive. Offeror hereby releases

listed references and County from all claims and liability for damages that may result from the information provided by the reference.

- E. Credentials of project team, including: project manager's and major subconsultant's portfolio of related projects; history of the proposed team working together on past projects, particularly as related to prior work of this nature. Please identify which team members possess the following credentials: Professional Engineer (PE), Professional Land Surveyor, (LS), Certified Construction Administrator (CCA), and Certified Construction Manager (CCM).

The entire project team, including the Design Firm, its designated Project Manager, and all Consultants who will work on the project, will be evaluated.

Be precise about the division of responsibility among member firms. Identify clearly the people who will be involved, what they will do, and their specific experience in that role.

Include as a minimum:

- Identification of lead designer, project manager and project team
- Show Staffing Plan to support the Scope of Services contained in this RFP. The staffing plan should identify the lead designer, project manager and project team.
- Project manager's resume and portfolio of related projects
- Lead designer's resume and portfolio of related projects
- Resumes of key project staff members only
- Identification of subconsultants and subconsultant's portfolio of related projects
- Resumes of subconsultant's key staff
- List of previous projects with subconsultants completed in the past five (5) years

- F. Demonstrated understanding of task and requirements as depicted in the proposal.

- Task description, how your organization intends to meet or exceed the requirements of this RFP.
- Demonstrate knowledge of VDOT policies and procedures, County regulatory requirements, and Virginia Department of Environmental Quality regulations, policies, and procedures.

- G. Capability for a Timely Response.

- Identify primary work location (City/town and State) of all team members identified in this proposal.

- Acknowledgment and understanding of required response times as set forth in Section 8.28 of this RFP.
- H. Compliance with contractual terms.
- Provide a definitive statement of intent to comply with Terms and Conditions as delineated in this RFP. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County terms and conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. However, failure to agree to terms required by law or County purchasing regulations may be grounds for disqualification of the proposal.
- I. Overall quality and completeness of proposal, and interview if selected for short list. (Specific response not required in RFP)
- Proposal (and interview) will be reviewed for:
- Completeness
 - Attention to detail
 - Clarity and organization
 - Design logic
 - Presentation
- J. Additional Documents
- Include requested documents such as but not limited to: W-9, insurance certificate, addendums and the "How did you Hear" form on Page 36.
- K. Cost of Services (Short-listed firms only)
- Provide a representative hourly rate schedule and a detailed fee schedule listing hourly rates for each category of employee to be used on the project. Refer to 6.4 below.

6.4 Evaluation Process

The PAG will review, and evaluate each proposal and selection will be made for each service group on the basis of the criteria listed below and as more particularly described in Section 6.3.

- A. Management skills and technical expertise. **(25 points)**
- B. Credentials of project team. **(20 points)**
- C. Understanding of task requirements. **(15 points)**
- D. Capability for timely response. **(10 points)**
- E. Compliance with contractual terms. **(5 points)**
- F. Overall quality and completeness of proposal. **(5 points)**
- G. Cost of Services. **(Short-listed firms only) (20 Points)**

Once the PAG has read and evaluated each proposal, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. The preliminary rating will be used to select the offerors for further consideration—the short-list. Thereafter, the PAG will conduct interviews and have discussions with the top ranked offerors (usually the top three (3) to five (5) depending upon the number of proposals received).

If an offeror is selected for interview, that offeror shall submit to the County, within three (3) working days of notification, their non-binding fee/rate schedule. The individual offeror's fee/rate schedule should include a rate for all labor categories that the offeror anticipates using on the project.

For proposal evaluation purposes, provide an hourly rate (non-binding) for each of the following representative categories. Minimum experience is indicated in parentheses for each category. Rates included herein should correspond as closely as possible to the actual rate category identified in the individual offeror's fee/rate schedule even though the category titles may differ. The offeror shall provide an hourly rate for ALL categories listed below.

Principal (Corporate Officer or Partner)

Project Manager (Registration + 10 yrs. experience + 3 yrs. as Project Mgr.)

Engineer 1 (Registration + 7-10 yrs. experience)

Engineer 2 (Registration + 5-7 yrs. experience)

Engineer 3 (3-5 yrs. experience)

Surveyor 1 (Registration + 7-10 yrs. Experience)

Surveyor 2 (3-5 yrs. Experience)

CADD Technician (3-5 yrs. Experience)

Technician 1 (5-7 yrs. experience + VDOT/DCR Certifications)

Technician 2 (2-5 yrs. experience + VDOT/DCR Certifications)

Administrative (3 yrs. general office experience)

For evaluation purposes, a weighted average rate of all eleven (11) categories identified above shall be used. The weighted values for the categories provided above are: Principal - 5%; Project Manager – 10%; Engineer 1 - 25%; Engineer 2 - 10%; Engineer 3 - 5%; Surveyor 1 – 15%; Surveyor 2 – 5% CADD Technician – 5%; Inspector/Technician 1 - 10%; Inspector/Technician 2 - 5% and Administrative - 5%. The offeror with the lowest weighted average rate will be assigned twenty (20) points.

Proposals will be assigned points according to the following formula:

Lowest fee ÷ offeror's fee = X%; X% x 20 points = XX points.

After the interviews are complete, the PAG will finalize the rankings. Final negotiations for a binding fee/rate schedule will begin with the top ranked offerors. If a contract acceptable to the County cannot be negotiated at rates that are considered fair and reasonable, negotiations shall be terminated with those offerors

and negotiations conducted with the next ranked offeror, and so on. County staff will conduct all subsequent negotiations and will make a recommendation to the Board of Supervisors for the Contract award. The rankings shall remain confidential until after the Contract award.

7.0 INSTRUCTIONS TO OFFERORS

7.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the firm are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the date identified on the cover of the RFP. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be either mailed or hand delivered to One Harrison Street, S.E., 4th Floor, Leesburg, Virginia 20175. Faxed and e-mailed proposals will not be accepted.
- H. Each offeror shall submit one (1) original of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

7.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received at least ten (10)

days in advance of the proposal opening date **or by 5:00 p.m. Friday, September 26, 2014.** It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

7.3 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an Addendum will be issued. It is the responsibility of the offeror to ensure that he has received all Addenda prior to submitting a proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

7.4 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the Contract and are of a "Material" nature.

7.5 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the Articles of Organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

7.6 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

7.7 County Furnished Support/Items

The level of support required from County personnel for the completion of each task shall be estimated by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the offeror to complete its task.

7.8 Subconsultants

Offerors shall include a list of all subconsultants with their proposal. Proposals shall also include a statement of the subconsultants' qualifications. The County reserves the right to reject the successful offeror's selection of subconsultants for good cause. If a subconsultant is rejected, the offeror may replace that subconsultant with another subconsultant subject to the approval of the County. Any such replacement shall be at no additional expense to the County, nor shall it result in an extension of time without the County's approval.

7.9 Quantities

The quantities specified in this Request for Proposal are estimated only, and are given for the information of offerors and for the purpose of proposal evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the Contract, or relieve the consultant of his obligation to fill all orders placed by the County.

NO PROPOSAL WILL BE CONSIDERED WHICH STIPULATES THAT LOUDOUN COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

7.10 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

7.11 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the Contract to best serve the interest of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

7.12 Prohibition as Subconsultants

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

7.13 Deviations from Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the Scope of Services shall be ruled out and the substitution clearly indicated. The County reserves the right to determine the responsiveness of any deviation.

7.14 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, Virginia 20175.

7.15 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Management and Financial Services.

7.16 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. The contents of the proposal submitted by the successful offeror as well as this RFP will become part of any Contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a Contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

7.17 Debarment

By submitting a proposal, the offeror is certifying that he is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

7.18 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or

proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

7.19 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of Contract award, this information is required in order to issue Purchase Orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

7.20 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County.

7.21 Legal Action

No bidder or potential bidder shall institute any legal action until all statutory requirements have been met.

8.0 TERMS AND CONDITIONS

The Agreement for Service (“Agreement” or “Contract”) with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these Terms and Conditions or intending to propose additional or alternative language must (a) identify with specificity the County terms and conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those Terms and Conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror’s additional or alternate terms and conditions may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.**

8.1 Procedures

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Director, Department of Transportation and Capital Infrastructure or their authorized representative(s). The Consultant shall not comply with requests and/or orders issued by other than the Director, Department of Transportation and Capital Infrastructure or their authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Consultant.

8.2 Quantities

The quantities specified in this Agreement are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the term of this Agreement.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the Agreement, or relieve the Consultant of its obligation to fill all orders placed by the County.

8.3 Term

The Agreement term shall cover the period from October 1, 2014 through October 1, 2015, or an equivalent period depending on the date of Agreement award. This Agreement may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to four (4) additional one (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same prices, terms and conditions as the initial term.

8.4 Price Escalation/De-escalation

Rates for each renewal period may be increased or decreased, with such increase or decrease not to exceed the percentage change in the latest Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Special Indexes, all items less food and energy. In no circumstances shall any increase exceed four percent (4%) per year.

8.5 Delay and Delivery Failures

Time is of the essence. The Consultant must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Consultant shall give immediate written notice to the Division of Procurement. Should the Consultant fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Consultant fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Consultant shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Consultant from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Consultant's nonperformance shall be deducted from the balance as payment.

8.6 County Reserved Rights

The County reserves the right, at its sole discretion, to issue Requests for Proposal for similar work and other projects as the need may occur. The County also reserves the right to issue Purchase Orders, and to expand or otherwise modify existing Purchase Orders, to other Open-End Consultants based on its sole discretion, in consideration of its knowledge and/or evaluation of each Consultant's qualifications, expertise, capabilities, performance record, current ability to perform, location and/or

distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of the County.

8.7 Material Safety Data Sheets

By law, the County will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Consultant must identify a substitute that will meet the County's criteria for approval.

8.8 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

8.9 Payment of Taxes

All Consultants located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Consultant prior to the award of any Contract or Contract renewal.

8.10 Insurance

- A. The Consultant shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Consultant assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
- B. The Consultant and all subconsultants shall, during the continuance of the work under the Contract, provide the following:
 - 1. Workers' Compensation and Employer's Liability to protect the Consultant from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - 2. Comprehensive General Liability insurance to protect the Consultant, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or

operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Consultant.
4. Professional Liability against any and all wrongful acts, errors, or omissions on the part of the Consultant resulting from any action or operation under the Contract or in connection with the contracted work.

C. The Consultant agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General, Automobile and Professional Liability policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy

1. Workers' Compensation:
Coverage A: Statutory
Coverage B: \$100,000
2. General Liability:
Per Occurrence: \$1,000,000
Personal/Advertising Injury: \$1,000,000
General Aggregate: \$2,000,000
Products/Completed Operations: \$2,000,000
Fire Damage Legal Liability: \$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:
Combined Single Limit: \$1,000,000
4. Professional Liability
Per Occurrence: \$1,000,000
General Aggregate: \$1,000,000

D. The following provisions shall be agreed to by the Consultant:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Consultant shall furnish a new certificate prior to any change or cancellation date. The failure of the Consultant to deliver

a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Consultant has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Consultant must either:

- a. Agree to provide, prior to commencing work under the Contract, certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies and five (5) years for Professional Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Consultant's work under this Contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Consultant must disclose the amount of deductible/self-insured retention applicable to the General Liability, Automobile Liability and Professional Liability policies, if any. The County reserves the right to request additional information to determine if the Consultant has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Consultant will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
 - a. The Consultant agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Consultant's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
 5.
 - a. The Consultant will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.

- b. The Consultant will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Consultant's insurance agent or representative. Any request made under this provision shall be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Contract name and number.
- 6. The County, its officers and employees shall be Endorsed to the Consultant's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
- 7. Compliance by the Consultant with the foregoing requirements as to carrying insurance shall not relieve the Consultant of their liabilities provisions of the Contract.
- E. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Consultant shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
- F. Precaution shall be exercised at all times for the protection of Persons (including employees) and property.
- G. The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- H. Any loss insured under subparagraph 8.10.B.4 is to be adjusted with the County and made payable to the County as trustee for the requirements of any applicable mortgagee clause.
- I. If an "ACORD" Insurance Certificate form is used by the Consultant's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- J. The Consultant agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

8.11 Hold Harmless

The Consultant shall indemnify and hold harmless the County, including its officials and employees, from all liability, losses, costs, damages, claims, causes of action,

suits of any nature (specifically including reasonable attorney's fees and defense costs incurred with the defense of third party claims) incidental to or brought as a consequence of any negligent act, error, omission, or breach of the applicable professional standard of care by the Consultant and/or its subconsultants. The Consultant agrees that this clause shall include, but is not limited to, claims involving infringement of patent or copyright. This section shall survive completion of the Contract. The County is prohibited from indemnifying Consultant and/or any other third parties.

8.12 Safety

All Consultants and subconsultants performing services for the County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Consultants and subconsultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

8.13 Notice of Required Disability Legislation Compliance *

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, the County may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

8.14 Ethics in Public Contracting *

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

8.15 Employment Discrimination by Consultants Prohibited *

Every Contract of over \$10,000 shall include the following provisions:

A. During the performance of this Contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Consultant will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor.

8.16 Drug-free Workplace *

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Consultant in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

8.17 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

8.18 Immigration Reform and Control Act of 1986 *

By entering this Contract, the Consultant certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

8.19 Exemption from Taxes *

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Consultant shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Consultant, and the Consultant shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Consultant for incorporation in or use on a construction project. Nothing in this section shall prohibit the Consultant from including its own sales tax expense in connection with the Contract in its Contract price.

8.20 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Consultant shall not accept credit card orders or payments.

The Consultant shall submit invoices, in duplicate, on a monthly basis, such statement to include a detailed breakdown of all charges for that monthly period. Invoices shall be based upon completion of tasks and deliverables.

All invoices shall be forwarded to the following address:

County of Loudoun, Virginia
Department of Transportation and Capital Infrastructure
801 Sycolin Road, Suite 300
Leesburg, VA 20175
Attn: Greg Barnes

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Consultants shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

8.21 Payments to Subconsultants *

Within seven (7) days after receipt of amounts paid by the County for work performed by a subconsultant under this Contract, the Consultant shall either:

- A. Pay the subconsultant for the proportionate share of the total payment received from the County attributable to the work performed by the subconsultant under this Contract; or
- B. Notify the County and subconsultant, in writing, of his intention to withhold all or a part of the subconsultant's payment and the reason for non-payment.

The Consultant shall pay interest to the subconsultant on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Consultant shall include in each of its subcontracts a provision requiring each subconsultant to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subconsultant.

The Consultant's obligation to pay an interest charge to a subconsultant pursuant to this provision may not be construed to be an obligation of the County.

8.22 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after award without written approval by the Division of Procurement. Where specific employees are proposed by the Consultant for the work, those employees shall perform the work as long as that employee works for the Consultant, either as an employee or subconsultant, unless the County agrees to the substitution. Requests for substitutions shall be reviewed and may be approved by the County in its reasonable discretion.

8.23 Assignment *

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Consultant are personal and may be performed only by the Consultant. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

8.24 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

8.25 Contractual Disputes *

The Consultant shall give written notice to the Purchasing Agent of his intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Consultant shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, return receipt requested, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail via U.S. mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Consultant shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

8.26 Construction Bidding Redesign

If all construction proposals received exceed the County's construction budget by ten percent (10%) or more, the A/E shall redesign as required to provide a facility within the budgeted funds at no additional cost to the County.

8.27 Prime Consultant Responsibilities

The Consultant(s) shall be responsible for completely supervising and directing the work under the Contract(s) and all subconsultants that they may utilize. Subconsultants who perform work under the Contract shall be responsible to the

prime Consultant. The Consultant agrees to be fully responsible for the acts and omissions of their subconsultants and of persons employed by them.

8.28 Cost Proposals/Response Time

The County will notify the applicable Consultant when work is required. The Consultant shall respond to the County within forty-eight (48) hours after notification. The County will schedule a meeting with the Consultant and the proper County representatives to discuss the work required. Based upon those discussions, the Consultant shall submit to the County a lump sum cost proposal to perform the work based upon their fixed hourly rates contained in the Contract. The estimate shall contain the estimated number of hours broken out by category of service, Consultant hourly rates for each category, a narrative describing work to be performed and estimated time for completion. After review and acceptance of the proposal, the County will issue a Purchase Order to perform the work. The proposals shall be prepared at no cost to the County.

When the scope of services involves work of such nature that the Consultant cannot reasonably estimate the time which would be required to provide the services, the County may agree to an Hourly Rate Purchase Order based on the actual hours worked times the hourly rates indicated in the Consultant's binding fee schedule and other approved expenses. A maximum Purchase Order fee or cost not to exceed limitation shall be agreed upon for Hourly Rate Purchase Order s. When an Hourly Rate Purchase Order is used, the Consultant shall submit detailed time records, documentation for other expenses, and such other evidence as the County may require to support its billing request.

8.29 Ownership of Documents

Any reports, specifications, blueprints, negatives or other documents prepared by the Consultant in the performance of its obligations under the Contract shall be the exclusive property of the County, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant's obligations under the Contract without the prior written consent of the County. Documents and materials developed by the Consultant under the Contract shall be the property of the County; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner. the County agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultant is not the firm of record.

8.30 Submissions

All project correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to the County's Project Manager for each task in the format and number of copies as directed by the task statement of work.

Within thirty (30) days of project completion, the Consultant shall prepare and submit a Project Completion Report with project closeout documents and submit to the County's Project Manager.

8.31 Responsibility for Claims and Liabilities

The County's review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out the Contract. The Consultant shall be and remains liable to the County for the accuracy and competency of plans, specifications, or other documents or work and Consultant is responsible for to the County for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

8.32 Severability *

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

8.33 Governing Law/Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Consultant expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Consultant expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

8.34 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONSULTANT:

TBD

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, SE
4th Floor
Leesburg, VA 20175
Attn: Mike Angel

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

8.35 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Consultant shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

8.36 Authority to Transact Business in Virginia *

A Consultant organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

8.37 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

8.38 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

8.39 Confidentiality

A. Consultant Confidentiality

The Consultant acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County. Therefore, except as required by law, the Consultant agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.
2. Access or attempt to access information beyond their stated authorization.

3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Consultant understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Consultant understands that violations of this provision may result in termination of the Agreement.

The Consultant understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Consultant shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

8.40 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this Contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this Contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract .

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Consultant has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the Contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

8.41 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

8.42 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.



Loudoun County, Virginia

Department of Management and Financial Services
Division of Procurement
One Harrison Street, SE, 4th Floor MSC #41C
Leesburg, Virginia 20175

9.0 PROPOSAL SUBMISTION FORM
ONCALL ROADWAY/TRANSPORTATION DESIGN SERVICES

THE FIRM OF: _____

Address: _____

FEIN: _____

Hereby proposes to provide the requested services as defined in Request for Proposal (RFP) RFQ-72.

I understand that the omission of any items listed below from this proposal may be cause for rejection of the proposal as nonresponsive. I have ensured that I have received and acknowledged any and all Addenda.

A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM: INCLUDED: (X)

- | | |
|-----------------------------------|-------|
| 1. W-9 Form: | _____ |
| 2. Certificate of Insurance: | _____ |
| 3. Addenda, if any (Informality): | _____ |

B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (7.2).

ITEM: INCLUDED: (X)

- | | |
|---|-----------------------------|
| 1. Addenda, if any: | _____ |
| 2. Payment Terms: | _____ net 30 or _____ Other |
| 3. F.O.B. Destination-Freight Prepaid and Included: | _____ |
| 4. Delivery Within: | _____ Days ARO |
| 5. Proof of Authority to Transact Business | |

- in Virginia Form: _____
6. Bid Bond: _____
7. Minimum Qualification Documentation: _____
8. Proposal Content (6.3): _____

Note: Fees are not to be included with this proposal. The County will negotiate with the highest ranked offerors to establish fixed rates.

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

Name and title of person authorized to bind the offeror (7.6):

Name: _____ Title: _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.



Loudoun County, Virginia

www.loudoun.gov/procurement

Department of Management and Financial Services

Division of Procurement

1 Harrison Street, S.E., 4th Floor, MSC#41C, Leesburg, VA 20175

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

CONTRACT HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 72

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & Contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other _____

SERVICE RESPONSE CARD

RFQ 72

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS:

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____(day) _____ evening

**Please return completed form to: Patty Cogle • Procurement •
PO Box 7000 • Leesburg, VA 20177**